

Application No.: 09/960,306

Docket No.: 20272-00688-US

**REMARKS**

Claims 1-5 and 11-13 remain pending in this application. Claims 1 and 5 are independent. Claims 1-3 and 5 have been amended, and claims 6-10 have been canceled by this amendment, without prejudice or disclaimer to the timely filing of a Divisional Application in response to the previously entered Restriction Requirement.

Withdrawal of the objection to claims 1-5 and 11-13 is requested. Various ones of these claims have been amended for detailed clarity in response to the Examiner's stated bases for objection.

Withdrawal of the rejection of claim 5 under 35 U.S.C. §112, second paragraph, as being indefinite, is requested. Claim 5 has been amended in a manner which is believed to overcome the Examiner's stated basis for rejection.

Withdrawal of the rejection of claims 1-5 and 11-13 under 35 U.S.C. §102(b) as being anticipated by Bonhomme (US 4,203,647) is requested. The applied art does not disclose all the claimed limitations.

Applicant notes that anticipation requires the disclosure, in a prior art reference, of each and every limitation as set forth in the claims.<sup>1</sup> There must be no difference between the claimed invention and reference disclosure for an anticipation rejection under 35 U.S.C. §102.<sup>2</sup> To properly anticipate a claim, the reference must teach every element of the claim.<sup>3</sup> "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference".<sup>4</sup> "The identical invention must be shown in as complete detail as is contained in the ...claim."<sup>5</sup> In determining anticipation, no claim limitation may be ignored.<sup>6</sup> Bonhomme fails to meet the above requirements for anticipation.

<sup>1</sup> *Titanium Metals Corp. v. Banner*, 227 USPQ 773 (Fed. Cir. 1985).

<sup>2</sup> *Scripps Clinic and Research Foundation v. Genentech, Inc.*, 18 USPQ2d 1001 (Fed. Cir. 1991).

<sup>3</sup> See MPEP § 2131.

<sup>4</sup> *Verdegaal Bros. v. Union Oil Co. of Calif.*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

<sup>5</sup> *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

<sup>6</sup> *Pac-Tex, Inc. v. Amerace Corp.*, 14 USPQ2d 187 (Fed. Cir. 1990).

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In particular, the applied art fails to disclose an electrical socket wherein, among other features, "...a circumferential spacing of said at least two wires in each circumferentially adjacent group is closer than a circumferential spacing between any adjacent pair of said circumferentially adjacent groups, *wherein the circumferential spacing between said any adjacent pair of said circumferentially adjacent groups is free of any wires, and wherein each said wire of each said circumferentially adjacent group is arranged to make both direct physical and electrical contact with an outer surface of said male contact member* when said male contact member is inserted within the socket", as recited in independent claim 1, as amended. Allowance of claim 1 is requested.

Further, the applied art fails to disclose an electrical socket wherein "...a first pair of resilient contact wires...a second pair of resilient contact wires...a third pair of resilient contact wires extending longitudinally along the socket at a third angle with respect to the longitudinal axis of the socket; said third pair of wires being circumferentially spaced around the circumference of the socket from said first and second pairs, and being attached with said first and second support members at opposite ends of the socket such that *the first, second, and third pairs of resilient contact wires form a hyperboloid arrangement and are suitably exposed for both direct physical and electrical contact with a male contact member inserted within the socket, wherein a circumferential spacing around the circumference of the socket between adjacent wires in each of the first and second pairs of wires is less than a circumferential spacing around the circumference of the socket between each of the three pairs of wires, and wherein the circumferential spacing around the circumference of the socket between any circumferentially adjacent pair of wires is free of any wires*", as recited in independent claim 5, as amended. Allowance of claim 5 is requested.

The Examiner indicates in his Response to Arguments that "circumferential spacing means spacing between circumferences" (see p. 7 of the Official Action). Applicant respectfully submits that this is an incorrect interpretation of the term "circumferential spacing".

Circumferential spacing is submitted as being known as meaning *along or around* a circumference, i.e., in this case, the circumference of the socket. The independent claims have

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been amended for clarity in this regard by reciting, in claim 1, for example, "...wherein said wires are arranged *around a circumference of the socket in circumferentially adjacent groups* of at least two wires each...".

Similarly, but not exclusively, claim 5 recites, for example, "...wherein *a circumferential spacing around the circumference of the socket between adjacent wires in each of the first and second pairs of wires is less than a circumferential spacing around the circumference of the socket between each of the three pairs of wires...*".

Applicant submits that the spacing shown in the Examiner's expanded sketch on p. 7 of the Official Action would be more properly characterized as a "radial spacing" of adjacent wires, rather than a circumferential spacing, as variously claimed, and as discussed above.

As the applied art does not disclose each claim limitation of independent claims 1 and 5, withdrawal of the rejection and allowance of these claims are requested. As dependent claims 2-4 and 11-13 variously and ultimately depend from allowable independent claim 1, these claims are submitted as being allowable at least on that basis, without recourse to the further patentable limitations therein. Allowance of dependent claims 2-4 and 11-13 are also requested.

Applicant has attempted, in good faith to respond to the various objections and rejections for indefiniteness by providing excruciatingly detailed claim amendments in this response. These claim amendments have been submitted only in response to the stated bases for objection, and asserted indefiniteness of the claims, and specifically not to overcome any art of record. Favorable consideration of the pending claims is requested.

By separate correspondence, one (1) Replacement Sheet of Drawings describing FIGS. 1-3 as "Conventional" have been submitted today, in response to the Examiner's indication of the acceptance of the previously submitted Drawing Correction Request.

In view of the above, each of the presently pending claims 1-5 and 11-13 in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue.

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Applicant believes no fee is due with this response. However, if a fee is due, please charge CBLH Deposit Account No. 22-0185, under Order No. 20272-00688-US, from which the undersigned is authorized to draw.

Respectfully submitted,

By

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